

# Exhibit 5

**This is the full draft of the Agreement.**

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## ARTICLE 1

### RECOGNITION

As reflected in the National Labor Relations Board Case 01-RC-186442, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Harvard Graduate Students Union-UAW Local 5118 (HGSU-UAW Local 5118), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all students enrolled in Harvard degree programs employed by Harvard University who provide instructional services at Harvard University, including graduate and undergraduate Teaching Fellows (teaching assistants, teaching fellows, course assistants) and all students enrolled in Harvard degree programs (other than undergraduate students at Harvard College) employed by Harvard University who serve as Research Assistants (regardless of funding sources, including those compensated through Training Grants). This bargaining unit includes students employed by Harvard University and enrolled in the Harvard Graduate School of Arts and Sciences, Harvard Business School, the Division of Continuing Education, Harvard Graduate School of Design, Harvard Graduate School of Education, the Harvard John A. Paulson School of Engineering and Applied Sciences, the John F. Kennedy School of Government at Harvard University, Harvard Law School, Harvard Divinity School, Harvard Medical School, the Harvard T.H. Chan School of Public Health, and Harvard College. Excluded: All undergraduate students serving as research assistants and all other employees, guards and supervisors as defined in the Act.

## ARTICLE 2

### TITLES AND CLASSIFICATIONS

**Section 1.** As of the effective date of this Agreement, all Student Workers (SW) performing duties below shall be placed into titles and pay classifications based on the nature of duties and eligibility as follows:

#### Salary/Stipended Positions

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
Research Assistant 1	Article 20, Sections 2.A and 2.H	GSU001	Performs research  (including scientific rotations) under the supervision of faculty/principal investigator/museum curator	Harvard enrolled graduate students.

Research Assistant 2	Article 20, Section 2.B and 2.H	GSU002	Research Assistant 1 with a teaching position (research duties adjusted accordingly).	Harvard enrolled graduate students.
Teaching Fellow 1	Article 20, Section 2.C	GSU003	Provides instructional services which may include teaching, grading, coaching and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Teaching Fellow 2	Article 20, Section 2.C	GSU004	Head TF is a Teaching Fellow 1 who in addition leads other TFs	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Pedagogical Fellow	Article 20, Section 2.C	GSU005	Provides instructional services including but not limited to consulting with TFs, leading pedagogy seminars and workshops and developing resources/providing pedagogical support and guidance on teaching and professional development (currently based at the Bok Center)	Harvard enrolled graduate students. Prior Teaching Fellow experience.
Instructional Fellow	Article 20, Section 2.C	GSU006	Leads course and is sole instructor/lecturer teaching outside of DCE.	Harvard enrolled graduate student.
Course Assistant 1	Article 20, Section 2. C	GSU007	Performs instructional support not including classroom or lab section time	Harvard enrolled undergraduate students.
Course Assistant 2	Article 20, Section 2. C	GUS008	Performs instructional support, plus classroom or lab section time.	Harvard enrolled undergraduate students

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### Hourly Positions

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
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Hourly Research Assistant	Article 20, Sections 3.A and 3.C	GSU009	Performs research under faculty/principal investigator supervision	Harvard enrolled graduate students.
Hourly Teaching Fellow	Article 20, Sections 3.A and 3. B	GSU010	Provides instructional services including but not limited to teaching, grading, and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Hourly Course Assistant 1	Article 20, Sections 3.A and 3. B	GSU011	Performs instructional support, not including classroom or lab section time	Harvard enrolled undergraduate students
Hourly Course Assistant 2	Article 20, Sections 3.A and 3. B	GSU012	Hourly CA 1 plus classroom or lab section time.	Harvard enrolled undergraduate students

## Division of Continuing Education Positions

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
DCE Lecturer/ Instructor	Article 20, Section 2.E	GSU013	Leads course and is sole lecturer/instructor at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Teaching Fellow	Article 20, Section 2.E	GSU014	Provides instructional services which may include teaching, grading, and/or other academic support services at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Head Teaching Fellow	Article 20, Section 2. E	GSU015	Coordinates Teaching Fellows, performs administrative instructional support; does not include teaching sections. Head Teaching Fellow may also hold a Teaching Fellow Position.	Harvard enrolled graduate and undergraduate students.
DCE Course Assistant	Article 20, Section 2.E	GSU016	Performs instructional support at DCE.	Harvard enrolled graduate and undergraduate students.

**Section 2.** In courses that do not have a Head TF, faculty may designate a Teaching Fellow 1 with additional administrative duties. Such designation will come with additional compensation.

**Section 3.** The University shall appoint the SW to the highest title and pay classification for which they are qualified based on the duties of their appointment and their eligibility. If the SW's duties change during their appointment the University may move a SW to a title with a higher pay classification. A SW may request to be moved to a lower pay classification.

**Section 4.** No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

**Section 5. Definitions:**

Rotation - Most commonly found in programs within the natural sciences, a rotation is a period of time, commonly shorter than a semester, in which a Ph. D student conducts research within an individual faculty member's research group. Within an academic year a student would perform multiple rotations within different faculty lab groups, most commonly within the student's academic program. The intent of a rotation is to assist the student and potential faculty advisor determine if the lab/research group is best suited to the student's doctoral research.

**Section 6.** It is not the intent of this article to convert previously salaried/stipended positions to hourly positions. Such modifications shall not be made unless agreed to by both parties.

### **ARTICLE 3**

#### **EMPLOYMENT APPOINTMENT LETTER**

**Section 1.** Prior to the start of the appointment, the University shall provide an employment appointment letter to salaried SWs, sent via email to the SW's email address. This letter shall be sent within a reasonable period of time in advance of the appointment starting date, preferably no later than 60 (sixty) days prior to the commencement of employment, recognizing that some departments and units may not be in a position to send such a letter that early due to uncertain enrollments or funding or other legitimate reasons. In such cases, the department or unit will send out the letter as soon as reasonable prior to the commencement of the SW's work.

SWs employed on an hourly basis will receive an employment appointment letter prior to the commencement of their work or as soon thereafter as is reasonable under the circumstances.

An example appointment letter is provided in Appendix XX, the use of which shall be optional by departments.

**Section 2.** The letter of employment appointment shall include the following information:

1. Employment appointment title(s).
2. Effective starting date of the employment appointment and, if known, the termination date for the appointment.
3. The Employment unit contact and the faculty member(s) or the supervisor(s) to whom the SW will report.
4. For teaching appointments, the name of the course; the approximate number of students for which the SW will be responsible; a description of the required duties, including but not limited to: leading sections, holding office hours, grading assignments, attending lectures, etc. If known at the time of the employment appointment letter, any scheduled meetings or trainings and other duties as assigned.
5. For research appointments, a brief description of the required research or lab duties, including but not limited to: writing code, performing experiments, maintaining



equipment, teaching and mentoring lab members and other duties as assigned. If known at the time of the employment appointment letter, any scheduled meetings or trainings; and procedures for evaluation, if any.

6. For all other employment appointments, a brief description of required duties; including required meetings and trainings; and procedures for evaluation, if any.
7. Work location (i.e. which campus and, if known, building and room). For appointments where a remote work assignment has been approved prior to the commencement of work, the work location shall be listed as “remote.”
8. Expected work schedule, including course meeting times and locations, if applicable. The parties recognize schedules and locations may change prior to the start of the semester or term. Where applicable for hourly SWs, any cap on the number of hours and the estimated average number of hours expected per week.
9. Pay classification as described in Article 2, Titles and Classifications.
10. Amount of compensation or hourly pay rate.
11. Benefits related to this employment appointment, if different from those described elsewhere in this contract.
12. Response requirements, if any.
13. A statement that the position is covered by this collective bargaining agreement and a link to this Agreement.
14. Union mailing address, phone number, and website address

If any of this information is not known at the time of notification, the SW will be informed as soon as is reasonable under the circumstances.

**Section 3.** All employment appointment letters will include a FERPA Communication and FERPA Release Form, either in paper format or a format where the Form can be completed and submitted to the University electronically, as set forth in Article 18, Union Access and Rights.

## ARTICLE 4

### EMPLOYMENT APPOINTMENT SECURITY

**Section 1.** For teaching appointments outside the guaranteed admissions offer period, if a Teaching Fellow’s assigned course or section is cancelled due to insufficient enrollment or any other reason after the formal acceptance of a written employment appointment pursuant to Article 3, Employment Appointment Letter, or after the start of the appointment period, the department or unit shall notify the Teaching Fellow as soon as practicable. In such cases, the Teaching Fellow shall be offered an available alternative section that the Teaching Fellow is qualified to teach and that has not been assigned to another Teaching Fellow or other individual, or where appropriate an equivalent RA position for which the Teaching Fellow is qualified. However, if no other course or RA assignment can be made and the course or section is finally cancelled, the Teaching Fellow shall be paid 70% of the compensation they would have received had the course or section not been cancelled. If the cancellation results in loss of bargaining unit membership, the Teaching Fellow will nevertheless have access to the insurance pools,

emergency pool and child care pool established under this Agreement for the remainder of the semester.

**Section 2.** If a Research Assistant I or II has their appointment end during their employment appointment period due to the departure of the faculty member to whom the SW is assigned or other circumstances where the appointment is ended by the University prior to its completion, and except in cases of discharge pursuant to Article 19, the department, program, or employing unit will work with the SW and endeavor to find work for the remainder of the 10 or 12 month employment appointment. Such replacement work is not guaranteed, however.

If no other appointment can be made, the Research Assistant, for the remainder of their 10 or 12 month appointment, shall be paid at least 75% of the remaining balance of the total compensation they would have received had their appointment not ended. If the cancellation results in loss of bargaining unit membership, the Research Assistant will nevertheless have access to the insurance pools, emergency pool and child care pool established under this Agreement for the remainder of their appointment.

However, in cases where the Research Assistant chooses to leave their appointment due to their allegations of discrimination or harassment or abusive/intimidating behavior, and pursues formal or informal resolution of such allegations pursuant to Article 7 and/or under University policies, the department, program or employing unit will, as a supportive measure pending resolution or dismissal of the claim, either find replacement work for the Research Assistant or will provide continued compensation to the Research Assistant for the balance of the appointment.

## ARTICLE 5

### JOB POSTING

**Section 1.** Certain positions that would be in the bargaining unit if filled by a Harvard student are filled in the following manner:

- A. To fulfill a commitment of support made to a Harvard student at the time of admission; or
- B. As part of an existing or past teaching, research, or advisor/advisee relationship between a faculty member and a candidate for a position.

In cases where such positions are not filled in the aforementioned manner they will be considered “open positions” and the University will encourage, but will not require, employing units to post open positions on the central website described below. Between October 1 and December 31, 2022, the Union Management Committee will schedule a time to review and discuss the utilization of the web site and its effectiveness thus far. However, such discussions shall not require any particular changes during the life of the Agreement unless otherwise agreed. Nothing in this article prohibits an employing unit from advertising an open position in a location other than the common central website. The University encourages, but does not require, employing units to hire Harvard students over other candidates.

**Section 2.** The University shall maintain a common central website to host open positions as defined above. The University will issue periodic notices to employing units informing them of the website location and posting process. The University shall notify the Union of the address of the website within thirty (30) calendar days of ratification of this agreement.

**Section 3.** When posting an open position, the employing unit will specify whether the posting will be open for a specified period of time (e.g., 14 calendar days) or an unspecified period of time (e.g., until filled).

**Section 4.** Postings should provide the following information regarding the open position:

- A. Position title and classification [per Article 2, Titles and Classifications]
- B. Starting date of the position and, if known, the termination date for the position;
- C. Supervisor and/or supervisory unit;
- D. The assigned course or lab assignment where applicable;
- E. Brief description of the required duties;
- F. Basic and preferred qualifications;
- G. Work location (Cambridge campus, Longwood campus, other location);
- H. Expected pay rate or range;
- I. Expected pay frequency;
- J. Expected work schedule;
- K. A statement that the position is covered by this collective bargaining agreement if filled by a Harvard student;
- L. Information about how to apply for the position;
- M. Deadline for applying;
- N. Statement on non-discrimination.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION**

**Section 1.** A SW, a group of SWs, or the Union who have a complaint may process a grievance in accordance with the procedure outlined in this Article. A grievance is any dispute concerning the interpretation, the application, or claimed violation(s) of a specific provision(s) of this Agreement.

#### **Section 2. Initial Oral Discussion**

A. In order to facilitate a timely resolution on a SW, group of SWs, or the Union's complaint(s), the SW, group of SWs, or the Union are encouraged, but not required, to discuss the problems with the immediate supervisor or faculty member to whom they report. The SW or group of SWs shall have the right to union representation for such informal discussions as well as throughout any formal grievance procedure steps.

The parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, a SW, group of SWs or the Union may file a grievance under Section 4 below. The timeline set forth in Section 3 for filing a grievance is not tolled by any informal discussions that may have taken place under this section.

- B. Mutual resolutions of the complaint at the initial oral discussion shall be in writing, and although final, shall not be precedential nor inconsistent with this Agreement.

**Section 3.** Any formal grievance must be filed at Step One of this Article within thirty (30) business days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. A SW who is required by their employment or by their academic duties to be temporarily away from the Harvard campus may file their grievance within thirty (30) business days following their return to campus.

#### **Section 4. Grievance Process**

##### Step 1.

A. The Step 1 grievance shall be in writing and state pertinent facts of the case as clearly and concisely as possible, the provision(s) of the Agreement alleged to have been violated; and a statement of the desired outcome. This written grievance shall be submitted to the appropriate department chair or comparable director in units with no department chair for resolution in accordance with this Article. If a SW or group of SWs files the grievance without the Union, the University will notify the Union of such filing.

B. Within five (5) business days of receipt of the Step 1 grievance, the department chair, director or designee shall meet with the grievant(s) and the Union representative where the grievance will be presented in an effort to resolve the grievance.

C. The department chair, director or designee shall have five (5) business days to provide a written response to the grievance.

D. Mutual resolutions of the grievance at Step 1, although final, shall not be precedential. If the mutual resolution is between a SW or group of SWs without the Union being involved, then such resolution shall also not be inconsistent with this Agreement.

E. If the grievance is against the Department Chair, or comparable director in units with no department chair, Step 1 may be filed with the relevant Dean or designee.

##### Step 2

A. In the event the response to the Step 1 Grievance is unsatisfactory, the Union may appeal the grievance to the Dean of the School or designee within ten (10) business days of receiving

the written response. The Dean or designee shall conduct a meeting to resolve the dispute within ten (10) business days of the receipt of the grievance. However, if the grievance is filed at Step 1 to the Dean or designee per paragraph E, the Union may appeal the grievance to the Provost.

B. The Dean or designee or Provost or designee shall provide the Union with a written response within ten (10) business days of the meeting.

### Step 3. Arbitration

A. A grievance not resolved at Step 2 may be appealed to arbitration by the Union provided the Union gives written notice to the University within thirty (30) business days of the Step 2 denial by the Dean or designee or Provost or designee. Only the Union may process a grievance to arbitration. The Union will request a list from the American Arbitration Association or the Labor Relations Connection within fifteen (15) business days from its notice of appeal to the University and selection shall be made in accordance with the voluntary labor arbitration rules of that body.

B. Arbitration will be conducted in accordance with the rules of the American Arbitration Association or the Labor Relations Connection.

C. Each party shall bear the expense of preparing and presenting its own case. The compensation, fees, and expenses of the Arbitrator shall be borne equally by the Union and the University. If the parties agree to have the hearing transcribed, the parties will share equally in the cost of the transcription.

D. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

E. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters reserved to the University's discretion as per Article 17 (Management Rights) unless those actions are restricted by other terms of this Agreement.

F. The decision of the arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

G. The arbitrator shall render a decision on the grievance within 30 calendar days of the close of the hearing, or the filing of briefs, whichever is later.

### **Section 5: Time Limits**

A. Absent extraordinary circumstances, failure by the SW, group of SWs or the Union to comply with the time limitations of this Article at any of the Steps, including the initial filing of

the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance.

B. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each Step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

C. Failure by the University at any Step to communicate its response within the specified time limits shall permit the Union to proceed to the next Step.

D. All time limits herein may be extended by mutual agreement expressed in writing.

**Section 6.** The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the Arbitrator.

**Section 7.** Unless otherwise stated in writing by the University and Union, any mutual resolution of grievances at any step shall not be precedential nor inconsistent with this Agreement.

## **ARTICLE 7**

### **NON-DISCRIMINATION, HARASSMENT, AND ABUSE OR INTIMIDATION**

#### **Section 1.** Prohibition of Discrimination, Harassment and Abusive or Intimidating Behavior

A. Harvard University provides equal opportunity in employment for all qualified persons and shall not discriminate against any SW on the basis of race, color, religion, caste, creed, sex, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, gender identity, gender expression, genetic information, national origin, ancestry, age, veteran status, military service, physical or mental disability, political beliefs, union activity or membership, or membership in other protected status under Massachusetts, federal or local law, or any University Policy.

B. The University shall not tolerate abusive or intimidating behavior by individuals who hold supervisory authority over SWs.

C. For purposes of this Article, the term “caste” is defined as a system of rigid social stratification characterized by hereditary status, endogamy and social barriers sanctioned by custom, law, or religion, that originated in South Asia.

#### **Section 2.** Definitions of Sexual Harassment and Other Sexual Misconduct and Abusive or Intimidating Behavior

A. Sexual Harassment and Other Sexual Misconduct

Consistent with the University's policies on sexual harassment and other sexual misconduct and/or discrimination for students, faculty, staff and other Harvard appointees, Harvard University is committed to maintaining a safe and healthy educational and work environment in which no member of the University community is, on the basis of sex, sexual orientation, or gender identity or expression, excluded from participation in, denied the benefits of, or subjected to discrimination in any University program or activity. Sexual harassment, including sexual violence, is a form of sex discrimination in that it denies an individual's equal access to the University's programs or activities.

1. Sexual harassment is unwelcome conduct of a sexual nature, on the basis of sex, including sexual orientation and gender identity. Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo); quid pro quo sexual harassment can occur whether a person resists and suffers the threatened harm, or the person submits and avoids the threatened harm. Both situations could constitute discrimination on the basis of sex; or (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education or work programs or activities; or (3) sexual assault, dating violence, domestic violence, and stalking.

The University is completing the development of an updated definition of consent based on the Title IX Advisory Committee's recommendations. Until the University has enacted this update, consent is defined in the University's Interim Title IX Sexual Harassment Policy and Interim Other Sexual Misconduct Policy.

Other sexual misconduct is unwelcome conduct on the basis of sex, including sexual orientation and gender identity or expression. Other sexual misconduct includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo), which may occur whether a person resists and suffers the threatened harm or the person submits and avoids the threatened harm; or (2) unwelcome conduct determined by a reasonable person to be so severe, persistent, or pervasive that it effectively denies a person access to the University's education or work programs or activities (hostile environment).



- B. Abusive or intimidating behavior (power-based harassment) by individuals who hold supervisory authority over SWs, when such conduct interferes with or limits a person's ability to participate in, or benefit from their employment at the University is prohibited.

### **Section 3. Sexual Harassment and Other Sexual Misconduct Training.**

- A. It is the policy of the University to provide educational, preventative and training programs regarding sexual and other sexual misconduct; to encourage reporting of incidents; to prevent incidents of other sexual misconduct from denying or limiting an individual's ability to participate in or benefit from the University's programs or activities; to make available timely services for those who have been affected by discrimination; and to provide prompt and equitable methods of investigation and resolution to stop discrimination, remedy any harm, and prevent its recurrence.
- B. Consistent with current policy, all faculty, staff and students are required to take on-line training in sexual harassment and other sexual misconduct as determined by the University. The content and delivery of the training is reserved to and determined by the University. However, the Union is free at any time to offer suggestions on how such training can be improved.

### **Section 4. Right to notice and representation**

- A. SWs are free to have a Union representative accompany them in preliminary discussions about possible incidents of harassment and discrimination if they so choose.
- B. SWs have the right to be accompanied by a Union representative at any and all steps of the formal complaint procedures regarding any complaints of any type of alleged discrimination or harassment under Section 1 of this Article.
- C. The University shall notify any SW complainant in a University complaint procedure that the Office of Dispute Resolution (or any similar University office that might conduct investigations) has an investigatory role and, as such, does not represent the SW.
- D. The University shall also provide any SW complainant in a University Complaint procedure with a letter from the Union, incorporated herein as Appendix A, outlining the various avenues of recourse (including the ability to pursue a resolution through the Department of Education Office of Civil Rights), right to Union representation and contact information for the union.
- E. SWs may consult with advisors of their choice, including an attorney, at any point in the formal/informal University resolution process. The University will notify SWs that they may consult with advisors (including an attorney), and the names of potential advisors (including attorneys). SWs have the right to have an advisor or attorney present in conversations with investigators.
- F. The University will report to the Union, once a year, de-identified data on allegations of violations of university-wide non-discrimination and harassment policies that resulted



in formal complaints and involved SWs, including: complaint allegations by category; the University status of the parties (i.e. undergraduate student, graduate student, faculty member, staff member, post-doc, or third party); the status of the investigation and, where applicable, outcome of responsibility findings; if known, whether either party had an attorney as a personal advisor; and the academic year in which the complaint was made. The University will provide an annual list of individuals who are eligible to serve on hearing and appeals panels, and where applicable, the number of panels on which each served in the prior academic year.

G. During the life of this Agreement, should the Department of Education issue new formal rules under its Title IX authority that require the University to modify its current Title IX policies and procedures, the University will notify the Union in advance of finalizing any such changes and provide an opportunity for the Union to meet and discuss in good faith the proposed changes.

The University will give the Union an opportunity to endorse recommendations on any such changes and provide an opportunity for the Union to meet and discuss changes in advance of implementing any such changes.

## **Section 5. Recourse**

### **A. Processes**

1. A SW's complaint of discrimination based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article 6 of this Agreement. A grievance alleging such discrimination based on union membership or activity may not include additional allegations of other forms of discrimination or abusive behavior as defined under this Article.

2. All other SW complaints regarding discrimination or harassment in employment under this Article, as well as complaints regarding abusive or intimidating behavior that does not violate a discrimination policy will be processed in accordance with the internal policies and procedures developed by the University or the individual schools. Such claims shall not be processed under Article 6, Grievance and Arbitration, other than the exception noted below in Section C. (2-6) below.

3. Under no circumstances should a SW in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or supportive measures, in place of filing a formal complaint. Pressure to accept informal resolution may include (but is not limited to) telling the SW they will not win a formal resolution, providing misinformation about the formal resolution process, and telling the complainant that the resolution process will harm the academic opportunities of the respondent. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution. SWs are free to file a formal complaint at any time if they so choose.

4. A SW also may contact the US Department of Education's Office for Civil Rights (OCR) or any state or federal agency that has jurisdiction over claims of discrimination.

**B. Internal University Processes for Claims of Sexual Harassment and Other Sexual Misconduct**

1. Complaints by SWs regarding sexual and gender-based harassment in employment shall be processed in accordance with the University's Interim Title IX Sexual Harassment Policy that addresses sexual conduct that falls within the parameters of Title IX and occurred after August 14, 2020; the Interim Other Sexual Misconduct Policy that addresses sexual conduct that falls outside the jurisdiction of the Interim Title IX Sexual Harassment Policy and occurred on or after August 14, 2020; the Sexual and Gender-based Harassment Policy that address sexual harassment and other sexual misconduct occurring before August 14, 2020 and after September 1, 2014 and other applicable University policies and related procedures, all of which may be amended from time to time by the University. The policies and procedures can be found on the Office of Gender Equity website. <https://oge.harvard.edu/policies-procedures>

These policies also provide definitions for terms such as Sexual Harassment, and Other Sexual Misconduct and Consent.

2. The University encourages any SW to contact one of the School or Unit Title IX Resource Coordinators, or the Office of Gender Equity or ODR staff about any incidents of possible sexual harassment or other sexual misconduct and to learn about the options that are available to the SW if they wish to pursue that matter. Members of the bargaining unit are also free to have a Union representative accompany them in such discussions if they so choose.

3. SWs may file formal complaints or seek informal resolution of violations of the University's policies on sexual harassment or other sexual misconduct and/or discrimination. There is no time limit for the filing of such a complaint under University policies or procedures. However, SWs are encouraged to file complaints as soon as reasonably possible. Such claims shall not be processed under Article 6, Grievance and Arbitration.

4. Both the respondent and the complainant may appeal any final decision of the Investigative Team under the Sexual and Gender-Based Harassment Policy or the Interim Other Sexual Misconduct Policy or Hearing Panel's determination regarding responsibility under the Interim Title IX Sexual Harassment Policy or Interim Other Sexual Misconduct Policy (the latter in the case of consolidated allegations) to the Office for Gender Equity within one week of the date of the notice of dismissal or the determination. The Office of Gender Equity will assign the appeal to a panel drawn from a pool of trained faculty and administrators. All members of the appeals pool receive trauma-informed training from the Director of the Office of Dispute Resolution or designee, including training on the nature

of sexual harassment or other sexual misconduct and all relevant Title IX policies and procedures as well as the appeals process.

Impartial and unbiased panels of three members shall be drawn in each case from the standing committee.

Potential appeals panel members are provided with the names and affiliations of the individuals in the appeal and are asked to review to determine whether they have a potential conflict of interest. If so, they are removed from consideration for the appeals panel, and another member of the standing committee is selected for consideration. If there are any questions regarding conflicts of interest, the Office of General Counsel is engaged to help in a determination.

Both the complainant and respondent will be notified as to who will sit on the appeals panel. If a complainant or respondent believes that a particular member of the proposed appeals panel has a conflict of interest and cannot fairly sit upon the panel, such objection should be raised with the University Title IX Coordinator or designee and such objection will be considered in good faith. If the proposed panel member is removed, another member of the standing committee will be selected in their place.

5. Grounds for appeal shall be:

- a. A procedural irregularity that affected the outcome of the decision;
- b. The appellant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made and that may change the outcome of the decision;
- c. The University Title IX Coordinator, School or unit Title IX Resource Coordinator, Investigative Team or Hearing Panel had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; or
- d. On the record as a whole, no reasonable Hearing Panel or Investigative Team could have reached the same determination regarding responsibility.

The decision of the Appeals Panel shall be the final decision.

6. Mediation. Following completion of the Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by

serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

An individual SW shall not have the right to invoke mediation.

Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.

#### C. Process for Other forms of discrimination and abusive or intimidating behavior

1. If a SW has an allegation and/or allegations of harassment or discrimination in employment that are not covered, in part or in whole, by the Interim Title IX policy, the Interim Other Sexual Misconduct Policy, or the Sexual and Gender-based Harassment Policy, or if a SW has an allegation of abusive or intimidating behavior in employment, they must pursue such claims in accordance with School or University policy and procedures which may be amended from time to time by the University.

2. For allegations of other forms of discrimination (besides those covered, in part or in whole, by the Interim Title IX policy, the Interim Other Sexual Misconduct Policy or the Sexual and Gender-based Harassment Policy), or for allegations of abusive or intimidating behavior under this Article, and only after exhausting the School or University policy and procedures other than appeal, the SW who disagrees with a decision related to a claim of discrimination or abusive or intimidating behavior in which they are either a Claimant or Respondent may either

(1) pursue an appeal through the School or University appeal procedures on any of the grounds provided for in the School or University procedures, or

(2) pursue a grievance under Article 6, Grievance and Arbitration, as modified below.

3. The two possible bases for a grievance under Article 6, Grievance and Arbitration, shall be:

A) whether the investigator(s) or decision-makers(s) involved in the initial determination of the claim had a conflict of interest or bias for or against the complainant(s) or respondent(s) such that a reasonable person would conclude it influenced the outcome of the claim to the detriment of the SW; or

B) whether the grievant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made that could affect the determination.

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#### 4. Power of the Arbitrator

A. In cases involving allegations of conflict of interest or bias, and for the sake of all parties, the arbitrator will be asked to avoid an outcome that would make the University and parties repeat the investigatory and adjudication process unless no other remedy will address the arbitrator's findings. Apart from ordering a new process for the grievant's claim, if the arbitrator finds there was a conflict or bias sufficient to influence the underlying decision to the detriment of the SW, the arbitrator may award a make whole and/or compensatory remedy to benefit the SW but shall have no power to impose any penalties on the other party or parties from the underlying claim. The arbitrator shall not be authorized to award punitive or emotional distress damages nor may the arbitrator award attorney's fees.

B. In cases involving allegations that the grievant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made and that could affect the determination, the arbitrator's sole power if they agree with the grievant's position will be to remand the matter back to the University for consideration of the new evidence.

C. In all grievance cases, the arbitrator shall have no power to substitute their judgment for that of the University decision-makers with regard to findings of discrimination or abusive or intimidating behavior or lack thereof.

5. If the SW files such a grievance under Article 6, Grievance and Arbitration, any deadlines by which the other party or parties to the underlying claim must file an appeal will be tolled until resolution of the grievance. Any such grievance will be between the Union and the University. The Union shall bear the burden of proof in the grievance process.

6. Under no circumstances may the SW pursue both an appeal and a grievance option, except as noted in (b) below.

a) If the SW chooses to file a grievance under Article 6, Grievance and Arbitration, the SW must file such grievance within one week of the date of the final determination (other than appeal) of the internal University or School procedure. The grievance shall be filed at Step 2 (Dean's level). The Union shall decide within ten (10) business days of the Step 2

response whether to process such grievance to arbitration. If the Union decides to pursue arbitration, the decision of the arbitrator shall be the final decision, subject to whatever rights either party may have under state or federal law to challenge the decision and award.

b) If the Union decides not to pursue arbitration, the SW may file an internal appeal instead. In this event, the SW must file a notice of appeal consistent with the University's or School's appeal procedures within one week of the date of the notification that the Union will not pursue arbitration.

c) If the SW pursues an internal appeal, either initially or after a decision by the Union not to pursue arbitration, the decision of that appeal shall be the final decision.

7. Mediation. Following completion of the internal Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

An individual SW shall not have the right to invoke mediation.

Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.

D. While the University is developing university-wide procedures for all forms of harassment, discrimination and abusive or intimidating behavior, nothing in this Article shall preclude an individual School from establishing or following local procedures crafted to address identity-based harassment, discrimination and abusive or intimidating behavior.

E. Supportive measures. Supportive measures are individualized supports to help those who may have experienced incidents of sexual harassment or other sexual misconduct, participate in campus life at Harvard and continue with their work or studies. Supportive measures may be implemented at any time, including but not limited to during the pendency of a formal complaint investigation or informal report. During the processing of complaints of any harassment and/or discrimination defined in Section 1, the University shall promptly provide, as appropriate supportive measures to individuals involved in a formal complaint or informal report. Possible supportive measures may include, but not be limited to: no-contact orders;

change to a different workstation or schedule for the SW; leave time; suspension of respondent without loss of pay while investigating the complaint; change of supervisor, unit, department, or position appropriate for the SW, provided that the change is voluntary and equitable; provision for medical services; provision for escort services. None of these measures shall result in loss of pay for the complainant, or for the respondent (if the respondent is a SW), except if a complainant or respondent chooses to take voluntary leave of absence and such leave is approved, that leave will be unpaid.

F. Non-Retaliation. Filing a complaint in good faith of sexual harassment or other sexual misconduct and/or discrimination, other forms of discrimination, or abusive or intimidating behavior or cooperating in an investigation shall be a protected activity. Retaliatory actions against any SW for initiating or otherwise participating in such protected activities shall be expressly forbidden.

Retaliation against an individual for raising an allegation, for cooperating in an investigation of such a complaint, or for opposing discriminatory practices is prohibited.

Knowingly or deliberately providing false or misleading information in any investigation is also prohibited.

G. Discipline. Sanctions for any respondent found to have violated policy shall be handled in accordance with the appropriate disciplinary procedures of the School or unit depending on whether the respondent is a student, faculty member, staff or other University appointee. Disagreement with the severity of any imposed sanction cannot be raised or contested in any way by the complainant.

H. It is understood that the determination of appropriate penalties for SWs, faculty, staff or other University appointees of the University found to have engaged in prohibited conduct under this Article or related policies is handled at the School level and in accordance with School policies and procedures. A SW who is disciplined for engaging in conduct prohibited under this Article or related policies may grieve the level of discipline imposed but neither the SW nor the Union may dispute the factual findings in the investigatory report.

**Section 6. Pregnancy and Lactation.** The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation) unless to do so would impose an undue hardship on the University. Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. No such accommodations can result in decreased pay or benefits for the SW.

The University provides many lactation rooms across the University. Any nursing SW or their spouses/partners who are breastfeeding can register to use a Harvard lactation room. Locations of such lactation rooms can be found on the HARVie website.



**Section 7. Bathroom Equity.** The University will work with local facilities management to label existing gender-neutral bathrooms in office, classroom and lab buildings. Gender-neutral bathrooms shall be posted on a central website. The University will not prevent SWs from using a workplace bathroom appropriate to the SW's gender identity.

**Section 8. Gender Identity.** The University shall respect the SW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Upon request from the SW, the University will work to update aspects of a SW's employment record to reflect a change in name or gender. University and department-level records should accurately reflect SW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department.

**Section 9. Disability.** Upon request from a SW with a disability, the University shall engage in an interactive process and will provide reasonable accommodation to enable SWs with disabilities to perform the essential functions of their job, consistent with state, federal and local law as well as the University's policies.

**Section 10. Prayer Space.** The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

**Section 11. Medical Confidentiality.** In accordance with the requirements of HIPAA and FERPA, the University shall respect the highly confidential status of all SWs' medical records maintained by the University, including those that contain information about their transgender status (such as the sex they were assigned at birth).

## ARTICLE 8

### ACADEMIC RETALIATION

**Section 1** The University shall not retaliate against a SW in an academic form for exercising a right under this Agreement or participating in any investigation or proceeding arising under this Agreement. Academic retaliation can target grades, academic assessments, recommendation letters, or the denial of some academic opportunity.

**Section 2.** Claims of academic retaliation may not be processed through the standard Grievance and Arbitration provisions of this Agreement. Each School has a local policy and procedure in place for handling academic retaliation matters, and the Union will be provided with a copy of these policies. Accordingly, a SW with a claim of academic retaliation may pursue such a claim through the applicable internal school policy and procedures.

The schools shall have six (6) months from the date of ratification of this Agreement to ensure that such internal school policies and procedures require that:

1. a written decision be rendered and provided to the SW and
2. there is a way for a SW to appeal or otherwise raise concerns with an initial decision by the University, on the basis of a procedural irregularity that affected the outcome of



the decision; new evidence that was not reasonably available at the time the determination was made and that could affect the outcome of the decision; or the investigator or decisionmaker had a conflict of interest or bias for or against the complainant or respondent that affected the outcome of the matter.

**Section 3.** The SW shall have the right to a HGSU-UAW student representative or UAW representative at any and all steps of the handling of such matters.

**Section 4.** It is understood that SWs may also have access to certain government agencies, both state and federal, and can file claims with those agencies regarding such claims.

## ARTICLE 9

### INTELLECTUAL PROPERTY, SCHOLARLY AND RESEARCH MISCONDUCT

**Section 1.** SWs are covered by and subject to the University's policies and procedures on Intellectual Property and Scholarly and Research Misconduct, as may be amended from time to time. There is one University-wide policy on Intellectual Property at Harvard ("Statement of Policy in Regard to Intellectual Policy"), which applies to all faculty, students, and staff. Scholarly and research misconduct policies at Harvard are School-based. Issues and disputes arising under such policies are not subject to the Grievance and Arbitration provisions of this Agreement. Complaints regarding intellectual property or scholarly and research misconduct are processed in accordance with University or School policies and related procedures, which may be amended from time to time by the University or the School. SWs shall be entitled to Union representation during any investigation of a misconduct allegation.

**Section 2.** The University shall not engage in any form of retaliation against a SW who engages in any good faith effort to assert rights under the Intellectual Property policy or who otherwise participates in any investigation into alleged scholarly misconduct by other faculty, students or University appointees.

**Section 3.** The University will promptly provide the Union with a copy of any ~~future~~ changes to the University's Statement of Policy in Regard to Intellectual Property and any University-wide Research Integrity/Misconduct policies. The current Intellectual Property Policy and all current Scholarly and Research Misconduct policies from the Schools are posted on the website of the Office of the Vice Provost for Research (vpr.harvard.edu)

The University will ensure that any School's Scholarly and Research Misconduct Policy makes it clear as to how disputes or reporting matters are processed under their policy.

The University will ensure that by September 1, 2021, each School has such a local policy in place for handling such matters and that the Union is provided with a copy of such policy.

Section 4. The University will maintain a reasonable “plain-language” summary of the University’s “Statement of Policy in Regard to Intellectual Property” on an appropriate website with notice to the Union as to its location. The Union is also free to post the plain language summary on its own web site. The Intellectual Property Policy summary is only for general guidance and does not serve as a substitute for the actual Policy itself; in all cases, the language of the Policy itself will govern. Any SW with a question about the plain-language summary or the policy itself or with a question or concern about an invention or a copyright issue may contact the Office of Technology Development (otd@harvard.edu). Additional information as to how Harvard protects and commercializes Intellectual Property can be found on the OTD website. (otd.harvard.edu)

## ARTICLE 10

### HEALTH AND SAFETY

**Section 1.** SWs will be provided with a safe University workspace and will not be required to work in conditions that pose an unnecessary threat to their health and safety. No SW will be required to act, nor will any SW act, in a manner which constitutes an unnecessary health or safety hazard. Towards that end, the University has policies in place to provide such a safe workplace; will maintain such policies during the life of this Agreement; and may improve such policies at its discretion. The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure SW health and safety. Such reasonable steps shall include but not be limited to providing training in the safe and proper use of equipment necessary for the work.

**Section 2.** If a SW works outside of University workspaces, other than local remote home locations, prior to the beginning of the assignment the University shall:

- A. Provide the SWs with information about Global Support Services, if SWs have work that takes them outside the United States. SWs will receive this information as soon as possible and no later than 14 days before travel dates. SWs should consult with the University’s Global Support Services prior to undertaking such work for information and advice about risks and safety.
- B. Provide SWs performing field work in the United States information relevant to the safe performance of such work.
- C. Make SWs aware of all available resources they may need for the successful completion of the work assignment, including how to access or obtain these resources in the location of the work assignment.

**Section 3.** Adequate first aid equipment will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all SWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

**Section 4.** The University shall supply and maintain all equipment, tools, materials, and personal protective equipment (PPE) to SWs needed to carry out job duties safely, including but not limited to protective safety glasses as may be required by applicable occupational safety regulations, University policy, or Standard Operating Procedures. The health and safety committee referenced in Section 8 may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and personal protective equipment (PPE) for SWs. Such recommendations shall be considered by the University taking into account relevant factors, including cost, and shall not be unreasonably denied.

A SW may request prescription safety glasses from their supervisor, who shall consider such a request in good faith and decide whether or not to grant the request taking into account relevant factors including cost.

**Section 5.** For a SW with a disability as defined by the Americans with Disabilities Act, the University will provide reasonable accommodations that do not pose an undue hardship to the University.

**Section 6.** Workplace and Workstation Evaluations shall be provided by the University upon the request of either a SW, a group of SWs or a supervisor who believes that the nature of the work or workplace is exposing the SW(s) to health-related problems.

The nature of these evaluations will be determined based on the work location (i.e. remote or on campus), as agreed upon by the SW and supervisor or employing unit. While these are normally campus-based work station evaluations, a SW may request that Environmental Health & Safety (EH & S) conduct a virtual ergonomic review, and such request will be granted, consistent with EH & S and school policies and practices.

Such evaluations should involve experts such as occupational hygienists, occupational physicians, occupational health and safety professionals and/or environmental health and safety professionals, who shall make recommendations to the University to eliminate the problem or the risk of the health-related problem(s). The University shall consider the recommendations in good faith and will make reasonable efforts to implement those recommendations that are approved by local program administrators, which, if necessary, will include reimbursing a SW to implement approved recommendations to the workplace. A SW will not be reimbursed for implementation recommendations that the local program administrators did not previously approve. The University will also make reasonable effort to incorporate currently accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

**Section 7.** Consistent with University procedures, the University will provide advance notice to affected SWs and other University building occupants for asbestos removal project(s) in their immediate work area.

**Section 8.** The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. Accordingly, the University and the Union agree that, at least twice per contract year and additionally if mutually agreeable or if a health and safety issue is identified by a SW, an equal number of representatives of the Union and University will meet at a mutually

agreeable time and place as a health and safety committee to discuss matters relating to health and safety of SWs in the workplace. Union representatives shall not suffer any loss of compensation to attend such meetings. Such meetings shall not constitute nor be used for the purpose of negotiations or discussions of any active grievance.

The University shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.

The parties agree that workplace health and safety include concerns regarding mental health and may implicate racial justice issues. The parties recognize that such issues are also being discussed, and will continue to be discussed, on a University-wide basis during the life of this Agreement and may result in specific recommendations for change and accordingly are beyond the health and safety committee's authority to resolve.

**Section 9.** In cases of injury to a SW while at work, the SW shall assist their Supervisor to file an Incident Report as soon as possible in accordance with University procedures. The SW shall file a Worker's Compensation claim in accordance with University procedures and state law. The determination of Worker's Compensation will be made via the University third-party workers comp administrator.

**Section 10.** SWs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, using appropriate health and safety equipment provided by the University in accordance with standard operating procedures. Should a SW become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the SW shall report the condition immediately to the supervisor or the Harvard Environmental Health and Safety Department who shall take corrective action. In cases where there is an imminent danger to the SW, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any SW for such reporting. The University shall respond to reports within 30 days, either by confirming receipt of the report or by describing any corrective action(s).

## ARTICLE 11

### TRAINING

**Section 1.** The University shall provide any training that it determines necessary in order for the SW to fulfill their work duties at no cost to the SW. All such training shall be considered mandatory and shall be considered part of the required workload of the SW and shall, correspondingly, be listed among other work duties on the SW's appointment letter(s) to the extent such trainings are known at the time of the issuance of such letters.

**Section 2.** If a SW identifies additional training that can enhance their work, they may propose such training to the University for good-faith consideration. If approved, such trainings will be at no cost to the SW and shall be considered part of the required workload of the SW.

**Section 3.** For these trainings, the University will determine the content and delivery of the trainings. The Union-Management committee may make recommendations to the University to address other training concerns brought to its attention by SWs or regarding the content and delivery of training related to workplace conditions. The University will give such recommendations good-faith consideration.

**Section 4.** The University shall notify all SWs of training and orientation required as part of their appointment notification or as soon as practicable once such new or additional training is set.

**Section 5. Anti-bias Trainings**

In keeping with the University's commitment to combatting racism, at least once for the duration of this contract, SWs and their faculty or staff supervisors are encouraged to avail themselves of the existing training courses and others that may be developed that address how to recognize and combat racism, ableism, bias, discrimination and harassment.

For these courses and any other trainings, the University will determine the content and delivery of such courses and trainings. However, the Union-Management Committee (UMC) shall be provided the opportunity to review the current training courses and give feedback on the content and delivery of the current and future training options. Such feedback will be considered in good faith by the University. The UMC shall meet within 90 days after ratification to discuss existing training courses, possible refinements to those courses and suggestions for additional courses and related contract implementation issues.

## **ARTICLE 12**

### **EMPLOYMENT RECORDS**

**Section 1.** Employment records shall include records documenting a SW's employment, such as appointment letters, payroll records, disciplinary action, and Q and other work evaluations or their equivalent. A SW's coursework or academic progress or other academic records shall not be considered employment records.

**Section 2.** Upon request, SWs and the Union shall be notified as to the location(s) of the employment records of the SWs.

**Section 3.** SWs shall have the right to examine and copy all employment records. The University shall make such records available within a reasonable time, but no later than five (5) business days after a SW's request to review such records.

**Section 4.** SWs shall have the right to request removal or correction of any factually incorrect material from their employment record. The University shall correct any such factual errors or shall remove the factually incorrect material within seven (7) business days of the SW's request.

SWs shall also have the right to request in writing removal of inappropriate material from their employment record which will include an explanation as to why it should be removed. The University shall consider such a request, but shall not be obligated to remove such a

document. SWs shall be notified of the University's decision and if it is a denial, the University shall include in the notice a written statement explaining the reason(s) for such denial.

SWs shall have the right to attach a statement in response to any employment record. The statement shall be included when the employment record is transmitted to a third party so long as the original material that was the subject of the statement remains in the SW's employment record.

**Section 5.** Grievance documents and related materials involving a SW shall not be considered employment records. No reference to any grievances shall be placed in an individual's employment record.

**Section 6.** SWs shall be notified within seven (7) business days of any information to the extent that the information is, has been used or may be used, to negatively affect the SW's qualification for employment, promotion, transfer, additional compensation or the possibility that the SW will be subject to disciplinary action. However, such information shall not include course work or academic progress or other academic records.

**Section 7.** All employment records shall remain confidential. Neither the University nor the Union shall make any material public without the SW's written consent, unless due to subpoenas or other legal process.

**Section 8.** Rights established in this article are conferred on SWs and former SWs regardless of current employment status. Former SWs shall have the right to file a grievance alleging violation of this article pursuant to Article 6, Grievance and Arbitration, within the timeframe set forth in the Grievance and Arbitration article. The University shall be obligated to keep employment records for a period of time consistent with the University's General Records Schedule.

## **ARTICLE 13**

### **INTERNATIONAL STUDENT WORKER RIGHTS AND WORK AUTHORIZATION**

**Section 1.** While the University does not offer legal advice to SWs, Harvard International Office can advise a SW generally on visa issues as they relate to the academic and/or employment relationship with the University. Harvard International Office shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, if a SW has a complex immigration issue or if the SW is in need of immigration advice that is not related to the SW's academic and/or employment relationship with the University. Legal fees if the SW retains such an attorney would be borne by the SW and may be reimbursed under the International Student Worker Assistance Fund in Section 2 if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood), either in-person or virtually, once each semester to discuss H visas and green cards. The University agrees to take reasonable efforts to record any such presentation for additional



viewing and/or, in its sole discretion, make available live streaming, provided that the immigration attorney(s) consent(s) to such recording.

**Section 2. International Student Worker Assistance Fund.**

Effective upon ratification, the University shall establish an International Student Worker Assistance Fund in the amount of \$30,000 for each fiscal year of this Agreement. SWs who are resident or non-resident aliens for tax purposes may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

Unexpended funds may not be rolled over from one year to the next for the duration of this Agreement.

**Section 3. Immigration Leave.** Salaried SWs shall have a right to five (5) paid business days of leave per year in order to attend visa and immigration proceedings and any other related matters for the SW and the SW's family as defined in Section 2 of Article 24, Leave Provisions SWs employed on an hourly basis may also be absent for the same purposes without loss of pay if the attendance at the immigration proceeding occurs during hours when the SW is required to be working.

A SW may request additional days off from their supervisor(s), who may approve these on a discretionary basis.

**Section 4.** In cases where a SW is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (*e.g.*, administrative processing), the University shall undertake reasonable efforts to arrange for the SW to perform their duties outside the U.S. until such time as either the SW can no longer work effectively by remote or is not making sufficient academic progress to maintain student (and thus SW) status. Any determination regarding such academic progress is not grievable. This section does not preclude a School from categorizing certain work that a SW could do as only being performed on-campus. Additionally, permission to work remotely shall be reviewed periodically.

**Section 5.** If the University is not able to lawfully employ or continue to employ a SW as a result of the SW's immigration status, the University agrees to meet with the Union and the SW to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the SW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a SW. Such timing of re-employment shall depend on several academic factors, which are not grievable, including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding.

**Section 6.** Issues surrounding immigration and visa status that may affect SWs can be appropriate topics for the Union-Management Committee. In addition, to assure effective support services, foster good communications and better understanding between the University and its

international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the HIO.

**Section 7.** The University shall maintain, until September 30, 2021 or until final recommendations are made, a University-wide Working Group with representatives from various constituencies, including at least 2 members of HGSU-UAW, to evaluate the English-language needs of SWs, and the availability and the effectiveness of resources currently available such as the English Language Program, the Center for Writing and Communicating Ideas, and the Professional Communication Program for International Teachers and Scholars at the Bok Center. SWs who are members of the Working Group will be provided release time to attend meetings of the Group without loss of pay.

The Working Group will produce a list of recommendations to improve ESL services at the University including but not limited to enhancing post-ELP resources, access to ELP or equivalent programs at all Schools, and affordable proof-reading resources for teaching and research work products before the dissolution of the working group. The University will also provide these recommendations to the Union.

**Section 8.** Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University shall not disclose any SW's immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity.

## **ARTICLE 14**

### **TAX ASSISTANCE**

**Section 1.** The Harvard International Office (HIO) offers resources to assist international student workers with their tax issues. For as long as such programs exist, HIO will continue to offer web-based tax software designed exclusively for international students, scholars, and their dependents who are non-residents for tax purposes. If such programs cease to exist, the University will notify the Union and, upon request of the Union, discuss possible alternatives to such programs.

## **ARTICLE 15**

### **WORKSPACE, REMOTE WORK, AND MATERIALS**

**Section 1.** To carry out assigned duties as determined by the University, the University shall provide SWs, at no cost to the SW, reasonable access to University services, materials, and facilities necessary to carry out such duties, including but not limited to: desk space (individual or shared), after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies including chalk and dry-erase markers, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment.



**Section 2.** Nothing in Section 1 precludes the University or the supervisor from determining what specific software and hardware, lab equipment, grading software, and audio/visual presentation equipment are best suited or adequate to carry out assigned duties. However, the University shall consider in good faith any SW request for such specific equipment or materials not provided pursuant to Section 1 by the University. If a faculty member denies such a request, the SW may discuss the denial with the department chair or supervisor.

**Section 3.** To the extent available and consistent with the requirements of the departments or employing unit, SWs shall also have access to computers with internet access and printers.

**Section 4.** With the supervisor's or employing unit's advance approval, the University shall reimburse SWs for required job-related materials, equipment, and services that are not otherwise provided to the SW by their department, including materials needed in on-campus spaces and, when approved, remote work locations. Requests for approval shall not be unreasonably denied.

**Section 5.** If a SW's University work location is to be moved or if there is a substantial alteration of the SW's work space, the SW will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

**Section 6.** In the performance of their duties, SWs will have access to available University private space to advise students.

#### **Section 7. Remote work**

When requested by the SW and approved by the SW's supervisor or employing department/unit, or when required by the University, SWs may work remotely, which includes work from home.

In such cases, the University reserves the right to set the parameters for remote work by a SW, and the SW shall be subject to any procedures, restrictions, limitations and other guidelines on remote teaching and learning and remote work that may be set by the University in a given case. The supervisor or employing department/unit head will discuss such matters with the SW in advance of the start of remote work and may recommend additional guidelines for particular situations.

Any remote work arrangement may be terminated at the sole discretion of the University at any time with reasonable notice to the employee taking into account the supervisor's or employing department/unit's needs and the SW's remote situation. Such reasonable notice shall normally be no less than 30 calendar days, instructional or research work needs permitting.

In the case of a SW working remotely, the SW may request assistance from the HUIT Service Desk or from the local School IT help desk with regard to internet access in accordance with University procedures.

The SW and the supervisor or employing department/unit shall discuss what particular University services, materials, and facilities necessary to carry out assigned duties the SW shall receive, at no cost to the SW, when working remotely, pursuant to Sections 1 and 2 of this Article. Computer and printer equipment, when not otherwise available to the SW, may be

provided after review on a case by case basis at the University's discretion. Ownership of any equipment that may be provided to a SW working remotely remains with the University.

A SW working remotely shall have the ability to request reimbursement for work-related materials consistent with Section 4 above and consistent with any University policies on expenses reimbursements.

Also, the SW will have access to Workers Compensation in the case of work-related injury that arises out of and is in the course of University employment and shall proceed in accordance with Section 9 of Article 10, Health and Safety.

## ARTICLE 16

### WORKLOAD

**Section 1.** The University maintains the right to define academic expectations and degree requirements. This Agreement should not in any way be construed as imposing a limit on the amount of this work necessary for a student to make satisfactory academic progress toward their degree. The parties agree that it is in the interest of the University and the student worker to define a SW's workload to be commensurate with the SW's appointment, title/classification, and compensation as well as their ability to make academic progress required by their program. Such workload is outlined below.

**Section 2.** Salaried / stipended appointments. For all such appointments, the University will not require more than an average of twenty (20) hours per week of effort for students in their roles as student workers over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year.

The time spent by a student worker on their academic efforts associated with degree requirements and academic expectations are not part of this collective bargaining agreement.

Teaching Fellows or other salaried SWs with instructional assignments shall not be required to take on a workload of more than two course sections per semester. Minimum compensation rates for such work are set out in Article 20, Compensation. As noted in that Article, each School may increase compensation beyond minimum teaching rates depending on, among other things: degree of difficulty of the course or section; class size; degree of independence and accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities.

For purposes of this Agreement, the workload of salaried/stipended Research Assistants (RA1 and RA2 in Article 2, Titles and Classifications), are the efforts they are expected to make to contribute toward support of general functions and activities within a research lab or program. These students are also expected to engage in course work, teaching, and/or research that will contribute to degree requirements, all of which are academic efforts that are not part of this collective bargaining agreement. The combination of these efforts generally reflects a full-time commitment.

**Section 3. Hourly SWs.** SWs who are working on an hourly basis may have a variable number of hours of work that may be assigned during all or part of their appointment period, but in no event shall any SW be required to work more than an average of twenty (20) hours per week over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year. When possible, such hours should be memorialized in writing by the supervisor when the assignment is made. When an appointment letter for an hourly SW sets the number of hours, such SWs will not be required to work more hours than may be specified in the appointment letter. Hourly SWs will not be required to work any hours for which they are not paid. Hourly SWs will be paid for all hours worked.

**Section 4.** Workload assigned to any graduate SW under this Article is separate from the academic requirements associated with thesis and dissertation research that is expected pursuant to 300-level course work or its equivalents in other Schools. As previously stated, the University maintains the right to define academic expectations and degree requirements.

**Section 5.** While the parties recognize that the content of work assigned to SWs may vary from week to week, SWs shall not be assigned job duties that cannot be reasonably performed within the workload average in Section 2, Section 3 or Section 7 of this Article. Additionally, the University shall provide SWs with a reasonable amount of time in which to complete job duties, taking into consideration the relevant surrounding circumstances. The workload must align with the levels of compensation presented in Article 20, Compensation, and Article 2, Titles and Classifications.

**Section 6.** A SW who anticipates that their workload will exceed the workload average stated in Section 2, Section 3 or Section 7 of this Article or a SW who otherwise has concerns about the nature or amount of their employment workload may bring such concerns to their immediate supervisor. The supervisor shall discuss any such concerns with the SW and, as warranted, may make adjustments to workload requirements or compensation. If the SW is not satisfied with such discussions, or if they believe they have been misclassified or that their job duties are not commensurate with their employment appointment letter, they may file a grievance under Article 6, Grievance and Arbitration, over such matters.

**Section 7.** Other appointment periods.

A. Intersession and other similar shortened periods. The parties recognize that, in addition to the more typical appointments of a traditional semester (fall/spring), academic year, or calendar year, a SW may be offered an appointment to work during an intersession or other similar shortened period. By design, such appointments may involve a more intense workload each week than typically associated with semester-long appointments. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to such appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.

B. Summer. The parties recognize that summer appointments are also different than the more typical appointments of a traditional semester (fall/spring), academic year or calendar

year. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to summer appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.

**Section 8.** Any work assignment, required training, orientation, required meetings, required conferences, required office hours shall be included in the total workload for the appointment period. Hourly employees who participate in any job training or work orientation will be paid for their time at their normal hourly rate. Hours spent on individually assigned special preparation for teaching sections shall also be included in the total workload for the appointment period.

**Section 9.** Required meetings will be held during the normal work hours at the SW's workplace, or at another location on campus with advance notice, or at another appropriate location with advanced notice to the SW.

**Section 10.** In the case of a change of a SW's job assignment, any work completed in the original assignment will count toward the workload for the semester.

## ARTICLE 17

### MANAGEMENT RIGHTS

**Section 1.** All management functions, rights, and prerogatives, that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include the right:

- A. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
- B. to recruit, appoint and transfer unit members and to determine and modify the size and composition of the work force;
- C. to determine or modify the qualifications and responsibilities of unit members;
- D. to direct, assign, schedule and otherwise supervise unit employees;
- E. to train unit members subject to Article 11, Training;
- F. to establish new job classifications within the unit, subject to any restrictions in Article 2, Titles and Classifications;
- G. to establish and modify standards of conduct and to discipline or discharge unit members for just cause subject to Article 19, Discipline and Discharge;
- H. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
- I. to establish and modify rules, regulations and policies;
- J. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- K. to determine the academic calendar each year;
- L. to determine class and section size;

- M. to subcontract all or any portion of any operations;
- N. to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted.
- O. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid;
- P. to determine and modify policies and financial costs and charges associated with University housing;
- Q. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;
- R. to select all insurance carriers and to change carriers from time to time;

**Section 2.** Other questions of academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

- A. student admissions;
- B. academic standards, and unit members' progress as students, including but not limited to the completion of degree requirements;
- C. who is taught, what is taught, how it is taught and who does the teaching;
- D. research methodology and materials;
- E. external grants including application, selection, funding, administration, usage, accountability and termination;
- F. the creation, elimination or modification of courses and curriculum;
- G. instructional methods;
- H. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
- I. grading policies and practices;
- J. all other academic policies, procedures, rules and regulations in regard to unit members' status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;

**Section 3.** Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

**Section 4.** The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

## ARTICLE 18

### UNION ACCESS AND RIGHTS

#### Section 1

A. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide to the Union a weekly electronic file containing the following directory information for each SW in the bargaining unit:

Name  
Net ID  
Permanent and local street address, city, state, zip code,  
Job title  
Date of birth  
Place of birth  
Dates of employment  
Dates of enrollment  
Anticipated or actual date of graduation  
Enrollment status  
Department mail code  
The Directory Email address  
The Directory Telephone number  
Employing department or program  
Department or program in which SW is enrolled  
Position classification

This listing shall be provided to the Union at no cost. If the SW affirmatively consents to the disclosure of such information to the Union as provided for in Section B. below, the University will also include the SW's rate of pay for all pay codes. However, the rate of pay will be reported on the same basis as the pay period.

This listing shall include all SWs who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists.

B. Additional non-directory information; FERPA Communication and FERPA Release.

Within, or as an enclosure to each SW's appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in paper format or a format where the Form can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

1. The FERPA Communication will include, at minimum, the following information:
  - a. The Union is the SW's exclusive bargaining representative;
  - b. The Union has a legal obligation to represent the SW when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
  - c. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a SW's student records, the SW will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork, such as an I-9, etc.; and,
  - d. Contact information of both the Union and the University for the SW to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.
2. The FERPA Release Form will contain, at minimum, the following:
  - a. An option for the SW to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the SW, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the SW.
  - b. An option for the SW to decline to waive their privacy rights under FERPA.
  - c. Information about how a student may change their selection in the future.
3. In cases related to Article 19, Discipline and Discharge, if the SW has not permitted the disclosure of their non-directory information to the Union, the University, in accordance with the provisions of that Article, will inform the SW that they are entitled to Union representation, and the University shall give the SW the opportunity to voluntarily sign a FERPA Release Form.



4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the SW.

**Section 2.** Union representatives shall be provided reasonable access to the University mail systems, including e-mail.

**Section 3.** Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

**Section 4.** Recognizing the mutual benefit of the work done by SWs on the administration of the benefit pools, the University will provide the Union with \$64,482 per fiscal year which the Union may distribute to SWs who administer the benefit pools on behalf of the Union. In the Union's discretion, they may use some of the funds for purchase of any software or other technical tools to aid in the administration of the funds. This amount shall increase each year according to the salaried percentage increase for that year.

**Section 5.** At the beginning of each academic year, the Union shall furnish the University with a written list of officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, such representatives shall be permitted reasonable release time to investigate, present and process grievances on University property during regular working hours without suffering a loss of pay.

Such activities cannot take place while a SW involved is conducting a class nor can such activities disrupt University operations.

The question of possible release time for any future collective bargaining will be left to the parties to address prior to the beginning of such negotiations.

**Section 6.** Except for classrooms while class is in session and certain research labs or other areas designated by the relevant academic department, Institutional Animal Care and Use Committee, or the Environmental Health & Safety department as restricted due to safety concerns, provided that such designation shall not be made in a manner that discriminates against the Union. Union representatives, including International Union, UAW, shall have access to all SW workspaces on University premises to conduct any necessary Union business but only after advanced notice to the supervisor. Under no circumstances shall Union representatives interfere with programs, operations or the work of SWs or other University employees.

## **Section 7. Orientation**

**A. Notice.** To allow the Union time to address current and potential SWs, the University will provide the Union one week advance notice of any orientation(s):



- a. for incoming PhD students
- b. pertaining to bargaining unit positions at a School, Department, Program or other employing unit

The parties will draft a template notice that the University shall provide to Schools, Departments, Programs and other employing units on a semester basis (see Appendix \_\_\_\_).

The Union-Management Committee will work in good-faith to create a list of such orientations for current and potential SWs. The list will be reviewed and updated on at least a yearly basis.

**B.** The Union shall be provided up to thirty (30) minutes included within the orientation schedule or program. The Union shall promptly notify the University as to whether it wishes to use such time.

If, for any reason, the Union is not scheduled for an orientation time-slot with adequate notice, the relevant employing unit shall convene an additional union orientation session for their current and potential SWs during the semester.

**C. Materials.** The Union is free to distribute a packet of Union materials at orientations. The University will include union materials (see Appendix XXX) in informational packet(s), if any, to incoming graduate students eligible for bargaining unit employment and alongside the appointment letter for other SWs.

**Section 7.** The University agrees to furnish conference and/or meeting rooms (physical and virtual) at no cost for Union meetings upon prior request by the Union, on the same basis as recognized student organizations within a given school. The Union acknowledges that certain spaces on campus may require that a fee be paid by the Union consistent with what other recognized student organizations within a given school must pay. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities.

**Section 8.** The Union shall have access to designated space on existing bulletin boards in University Schools, Departments, Programs, Institutes, and Centers that employ SWs. All postings by the Union shall be done in accordance with University policies regarding access and approval required for bulletin board use on the campus.

## ARTICLE 19

### DISCIPLINE AND DISCHARGE

**Section 1.** SWs shall not be disciplined, suspended, or discharged from employment without just cause. Discharge, for purposes of this Agreement, shall mean the termination of a SW's employment appointment prior to the expiration of that appointment.

Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a SW from the University or take an adverse action against a SW for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student cannot continue to serve as a SW.

**Section 2.** Neither Discipline nor Discharge includes the non-reappointment of a SW or the failure to offer an employment appointment to a SW, nor does it include performance evaluations or performance.

**Section 3.** Prior to invoking suspension or discharge under this Article, the University shall:

1. Notify the SW (and Union pursuant to Section 12 of this Article) in writing about the proposed suspension or discharge. Such notice of intent shall state the reasons for the proposed suspension or discharge, including the nature of the alleged violation, level of intended discipline, and notice of the right to a hearing. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.
2. Hold a disciplinary hearing with the SW, and the SW's supervisor or designee no sooner than seven (7) business days after the written notification is received by the SW.
3. During the hearing, the SW shall be provided the opportunity to respond to the alleged violations.
4. The SW shall have a right to a union representative, who shall be afforded the opportunity to represent and speak on behalf of the SW at the hearing.

A decision on suspension or discharge will be made within a reasonable time following the conclusion of the hearing. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

**Section 4.** Prior to invoking discipline of a lower level than suspension or discharge, the University shall notify the SW (and Union pursuant to Section 12 of this Article) in writing. The written notice shall state the reasons for the proposed discipline, including the nature of the alleged misconduct or poor/non-performance; a brief statement of relevant facts; the level of intended discipline.

The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.

The Union may request additional information regarding the proposed discipline in accordance with the relevant case law under the National Labor Relations Act.

The University shall take any response by the SW into account before issuing any final disciplinary action. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

**Section 5.** There shall be no increase in the assigned level of discipline from the written notice of intent.

**Section 6.** The University may place a SW on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the SW from all work duties and/or require removing the SW from the premises.

A. The SW (and Union pursuant to Section 12 of this Article) will be notified, as soon as practicable, in writing when a SW is being placed on paid administrative leave. The written notice shall state the reason the SW was placed on paid administrative leave. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.

B. Paid administrative leave is neither discipline nor discharge.

C. At the conclusion of an investigation of an SW placed on administrative leave, where the University elects not to take disciplinary action, the SW (and Union pursuant to Section 12 of this Article) will be provided with a notification that the investigation is completed and that no discipline will be imposed.

D. The University will place a record of administrative leave in the SW's employment record only if disciplinary action is taken. The University will transfer records of such administrative leave to a third party only if required by law or regulation.

**Section 7.** In the event that a SW is discharged, the SW shall be notified in writing as soon as practicable. In accordance with Section 12 of this Article, the Union shall also receive a copy of such written notice within three (3) business days of the discharge.

**Section 8.** SWs who are disciplined or discharged shall be entitled to file a grievance against the disciplinary action at Step 2 of the Grievance Procedure within twenty (20) business days of the action. If the Union subsequently files for arbitration, the parties agree to use best efforts to secure an arbitration date as expeditiously as possible.

**Section 9.** If during the disciplinary hearing referred to in Section 3, the charges are dismissed, any material concerning the dismissed charges shall be removed from the SW's employment record. If any subsequent grievance results in a favorable decision for the grievant, then any material concerning the discipline shall not be considered part of the SW's employment record nor shall it be transferred to any third party unless required by law or regulation.

**Section 10.** As an alternative or in addition to issuing disciplinary action, the University may recommend reasonable remedial measures when appropriate. Such remedial measures must be rehabilitative rather than punitive and at no cost to the SW.

**Section 11.** The University and the Union shall maintain the confidentiality of all disciplinary actions except on a need-to-know basis or consistent with FERPA to the extent it applies.

**Section 12.** Notification to the Union. If the SW has consented to disclosure of non-directory information as provided in Article 18, Union Access and Rights, the University shall copy the Union on written notification to the SW regarding disciplinary matters outlined in this Article. If

the SW has not previously consented to such disclosure, the University shall supply a waiver form, accompanying any disciplinary notification, for the SW's consideration that, if signed, would allow written notice to be provided to the Union.

## ARTICLE 20

### COMPENSATION

**Section 1.** It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over stipends for graduate students, including the stipends of bargaining unit members, nor shall the University be obligated to negotiate over any other financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit.

**Section 2.** Compensation for salaried SWs.

A. Research Assistant 1 –

A Research Assistant 1-- A graduate student usually appointed on an annual basis for a 12-month period to perform research work under the supervision of a faculty/principal investigator. The parties understand that the work of a Research Assistant is a blend of academic and employment endeavors and that clear separation of each is difficult. The stipend that such an RA receives could be characterized as financial assistance or compensation or both. Thus, it is understood that for this category of SW and for purposes of this Agreement only, the stipend offered by the University is the functional equivalent of a salary and will be referred to as such in this Article only.

The minimum salaries for all such SWs in FY 21 were:

Life Sciences	12 months	\$40,632
Physical Sciences	12 months	\$39,000
Other	12 months	\$36,672

10 month or shorter appointments for these three levels are pro-rated accordingly.

The above rates will increase by a total of 5.0% effective July 1, 2021 (3% plus a one-time 2% base salary additional adjustment.)

The rates will increase by a total of 4.0% effective July 1, 2022 (3% plus a one-time 1% base salary additional adjustment.)

The rates will increase by 3.0% effective July 1, 2023.

The rates will increase by 3.0% effective July 1, 2024.

Accordingly, the minimum pay rates for FY 22-25 will be as follows:

		FY22	FY23	FY24	FY25
Life Sciences	12 months	\$42,660	\$44,376	\$45,696	\$47,076
Physical Sciences	12 months	\$40,956	\$42,588	\$43,860	\$45,180
Other	12 months	\$38,508	\$40,044	\$41,244	\$42,480

B. Research Assistant 2 –

A Research Assistant 2 -- In addition to their research work, a graduate student who also has a teaching assignment.

Provided such a teaching appointment is approved by their faculty advisor, the SW will have an appropriate adjustment in their research workload. If in discussions with the faculty advisor and/or principal investigator such an adjustment is not possible or not mutually desirous, the Research Assistant II will receive additional compensation in accordance with department or program guidelines.

The minimum salaries for Research Assistants 2 will be the same as for Research Assistants 1.

C. Teaching Fellows

1. There are four types of salaried teaching fellows (TFs) throughout the University who perform instructional duties:

1. Teaching Fellow 1
2. Teaching Fellow 2
3. Instructional Fellow
4. Pedagogical Fellow

General descriptions of the duties and eligibility for such positions are found in Article 2, Titles and Classifications and Article 16, Workload. More particularized duties may be found in individual employment appointment letters.

2. Teaching Fellow categories when the TF is teaching a single standard University course or section under the direction of a full-time faculty member or when teaching a course independently. Compensation may be pro-rated for courses that run for less than a full semester.

The minimum pay rates for FY 21 were as follows:

	<b>Junior rate</b>	<b>Senior rate</b>
Teaching rate A	\$3,598	\$3,598

The minimum rate for any Teaching Fellow in the School of Public Health or any SW teaching in the School of Public Health.

Effective on July 1, 2021 Teaching Rate A will be eliminated Teaching Fellows in the School of Public Health will receive compensation commensurate with Teaching Rate B.

Teaching rate B	\$5,058	\$5,675_
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The minimum rate for Teaching Fellow I or Pedagogical Fellow or a CA 1 or CA 2 for teaching a section in any School or College that usually although not always accompany lectures given by faculty members.

A Teaching Fellow 2 (Head Teaching Fellow) does not have section teaching responsibilities. Teaching Rate B is the rate for a Teaching Fellow 2. If a TF2 were to also lead a section, they would receive an additional TF1 appointment and be paid the TF1 compensation in addition to the TF2 compensation.

Teaching rate C	\$10,116	\$11,349
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The minimum rate for any Instructional Fellow. An Instructional Fellow has primary instructional responsibilities for a course, under the supervision of a faculty member.

The above FY 21 rates will increase by a total of 5.0% effective July 1, 2021 (3% plus a one-time 2% base salary additional adjustment.)

The rates will increase by a total of 4.0% effective July 1, 2022 (3% plus a one-time 1% base salary additional adjustment.)

The rates will increase by 3.0% effective July 1, 2023.

The rates will increase by 3.0% effective July 1, 2024.

Accordingly, the minimum teaching rates for FY 22-25 will be as follows:

<b>Teaching rate B</b>	<b>Junior rate</b>	<b>Senior rate</b>
FY 22	\$5,310	\$5,960
FY 23	\$5,525	\$6,195
FY 24	\$5,690	\$6,385
FY 25	\$5,860	\$6,575

<b>Teaching rate C</b>	<b>Junior Rate</b>	<b>Senior Rate</b>
FY 22	\$10,620	\$11,920
FY 23	\$11,045	\$12,395
FY 24	\$11,380	\$12,765
FY 25	\$11,720	\$13,150

Except as minimally provided above, variation between and within Teaching Rates B and C will be determined by each School. While the School must pay the minimum rates above, the School has the discretion to pay more than this rate based on a variety of factors. In deciding whether more than the minimum should be paid, the School shall take into account various factors including but not limited to degree of difficulty of the course or section; class size; degree of independence and accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities. Such determination shall not be grievable.

Each School is required to publish which rate applies for particular courses and particular teaching activities.

All such rates may be pro-rated accordingly for courses with less than a full semester's (term's) duration.

3. The Senior Rates will be applied for any Ph. D SW who has successfully completed their first two years of their Ph. D program. The Junior Rates will be applied for all other SWs. The parties agree that there are currently some



situations where a School has stated in writing that it will pay the Senior Rate to SWs who would ordinarily be paid at the Junior Rate. Those situations will continue during the life of this Agreement. Determination of successful completion of the first two years is based on academic progress and is not grievable.

4. In courses that do not have a TF 2, faculty may, but are not required, to designate a TF 1 to carry out some additional administrative duties. If such duties are beyond the scope of the appointment, additional compensation will be provided to the SW.

5. For SWs within their admissions offer period, (normally, in their third and fourth year of graduate work), the minimum rates described above for teaching will be considered compensation and will be separately paid to the SW. However, such compensation is not an addition to the SW's stipend. During the admissions offer period, the total amount of funding to the SW, including the compensation for teaching, will be equal to the amount specified in the admissions offer letter.

#### D. Other Teaching Rates

Full-time graduate students teaching in any School of the University will be paid under the Junior or Senior Teaching Rates B or C categories in Section C above, except for Lecturer/Instructors, Teaching Assistants and Salaried Course Assistants in the Division of Continuing Education (DCE).

Nothing shall preclude the University from paying higher compensation rates in its discretion.

#### E. Division of Continuing Education (DCE)

As an exception to the rates in Section C above unit members teaching in DCE were paid at the following minimum compensation rates depending on title during FY 21

DCE- Lecturer/instructor	\$7800 per 4 credit course
DCE- Teaching Assistant	\$3900 per 4 credit course
DCE- Head Teaching Assistant	\$1950 for such work
DCE- Salaried Course Assistant	\$850 per 4 credit course

The above FY 21 rates will increase by a total of 5.0% effective July 1, 2021 (3% plus a one-time 2% base salary additional adjustment.)

The rates will increase by a total of 4.0% effective July 1, 2022 (3% plus a one-time 1% base salary additional adjustment.)

The rates will increase by 3.0% effective July 1, 2023.

The rates will increase by 3.0% effective July 1, 2024.

Accordingly, DCE rates for FY 22-25 will be:

	<b>FY 22</b>	<b>FY 23</b>	<b>FY24</b>	<b>FY 25</b>
DCE- Lecturer/instructor (4-credit course)	\$8190	\$8518	\$8774	\$9037
DCE- Teaching Assistant (4-credit course)	\$4095	\$4259	\$4387	\$4519
DCE- Head Teaching Asst. (For such work)	\$2048	\$2130	\$2194	\$2260
DCE- Salaried Course Asst. (per 4-credit course)	\$893	\$928	\$956	\$985

F. Other instructional work besides teaching. It is understood that programs may offer differing amounts of compensation for other instructional work besides teaching a course or section of a course, such as tutoring, thesis advising, leading practicums and other instructional work.

The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter, and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

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G. The teaching rates delineated in Section C. above for teaching courses includes, in addition to class time, preparation, grading, meeting with and advising students on course work and all other matters attendant to teaching the course. No additional compensation is paid for any such attendant work other than the course rate except as provided in Section C. d. above.

H. Limited Research Assistant Appointments

SWs may have short duration, limited scope salaried research assistant appointments. These appointments may be for work that is not directly related to

the student's academic endeavors. The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

**Section 3.** Compensation for Hourly SWs

A. It is recognized that hourly rates of pay for hourly Research Assistant, Course Assistants, hourly Teaching Fellows and other hourly workers vary greatly throughout the University. Some Schools have specific rates of pay for their hourly workers. Some hourly rates vary depending on the amount of available funds in a faculty member's grant.

B. However, all hourly SWs who perform instructional or research work regardless of School will receive at least the minimum hourly rate of pay of \$20.00 effective July 1, 2021. This minimum rate will be raised to \$20.50 per hour on July 1, 2022 and to \$21.00 per hour on July 1, 2023.

C. Where a School has a publicized standard hourly rate of pay that \$20.00 the minimum per hour rate for FY 22, the University agrees that for the life of this Agreement, such standard hourly rate will not be reduced below what it was in FY 21.

**Section 4.** A SW shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the SW has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment. In no case shall a SW be paid less frequently than on a monthly basis.

**Section 5.** If the University, in error, overpays wages to a SW in a given pay period, the University, once it discovers the error, will promptly notify the SW of the amount of the overpayment and the date on which the overpayment occurred. In such a case, the University and the SW will work out a repayment plan for the overage. If they wish, the SW may seek the help of the Union in negotiating over the repayment plan. Such repayment plan shall be consistent with applicable federal and state wage law.

In cases of overpayment, the University will not put a registration hold on student transcripts and records while repayment is pending.

If the University, in error, underpays a student worker, it shall promptly correct the error and pay any back wages owed. SWs shall endeavor to report to the University any possible overpayments, or underpayments, so they may be corrected as soon as possible.

The University will process any retroactive checks no later than 90 business days from ratification of this Agreement.

## ARTICLE 21

### HEALTH AND DENTAL INSURANCE

**Section 1.** All students are required to participate in the Harvard University Student Health Plan or to otherwise be covered by a health insurance program. The University will continue for the life of this Agreement to provide individual coverage at no premium cost to the student for all GSAS Ph. D student workers as may be guaranteed in their offer letter.

**Section 2.** Nothing in this Agreement shall affect the University's right to modify the plan or plan design or premium rates or to change insurance carriers or administrators in its discretion.

**Section 3** The University shall maintain a SW Health Insurance Premium Support Fund. Salaried SWs and eligible hourly SWs may apply for money from the fund to help defray the cost of premiums for spousal and/or dependent coverage under the HU Student Health Plan.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

**Section 4.** Eligible SWs and their dependents may elect the optional student dental insurance plan offered by the University provided they pay the full cost for such a plan.

Effective August 1, 2022, the University will offer a second preventative dental plan that student workers that are otherwise eligible for SHIP may select at their own cost during the open enrollment period in the spring of 2022. The annual premium for this plan will be set by the carrier and may increase from year to year.

The University will contribute 75% of the premium for salaried Ph. D SWs who elect this new preventative plan effective August 1, 2022.

For those who elect the comprehensive dental plan instead, they may take the value of the 75% of the premium for the preventative plan and apply those dollars to the premium payments for the comprehensive plan.

Under the preventative plan, the following diagnostic services will be provided:

1. One complete initial oral exam, including initial dental history and charting of the teeth and supporting structures.
2. Single tooth radiographs (x-rays) as needed.
3. Bite wing radiographs (x-rays of the crowns of the teeth), once each six months.
4. Full mouth radiographs (x-rays), seven or more films, or panoramic radiograph (x-ray) with –bite wing radiographs (x-rays), once each 60 months.
5. Study models and casts used in planning treatment, once each 60 months.

6. Emergency exams.
7. Periodic or routine oral exams, once each six months.

Under the plan, the following preventative services will be provided:

1. Routine cleaning, scaling and polishing of the teeth, once each six months.
2. Fluoride treatment for *members* under age 19, once each six months.
3. Space maintainers required due to premature loss of teeth for *members* under age 19.
4. Sealants applied to permanent premolar and molar surfaces for *members* under age 14. *Blue Cross and Blue Shield* provides benefits for one application each 48 months for each premolar or molar surface.

Details in the final plan benefit document shall have precedence in case of any conflicts with the above.

The University shall maintain a Dental Health Plan Support Fund. Salaried SWs and eligible hourly SWs who have elected the University's student dental insurance plan may apply for money from the fund to help defray the cost of premiums and co-pays under such plans for themselves and for covered spouses and/or dependents. Salaried SWs and eligible hourly SWs who have not elected the University student dental insurance may also apply for money from the fund to help defray dental expenses in general.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

**Section 5.** The University shall maintain a SW Support Fund. Salaried SWs and eligible hourly SWs may apply for reimbursement of any co-pays and other out-of-pocket medical expenses (as defined by Internal Revenue Service regulations) that they had to incur under the HU Student Health Plan, including, but not limited to, the cost of specialist care, costs due to vision care (eg. contact lens fitting and contact lenses), and out of-network providers.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

## **Section 6. Mental Health Care**

A. The Union and the University acknowledge a mutual desire to promote on-campus access to mental health resources for Student Workers.

B. The University and the Union agree to utilize at least one meeting per year of the Union-Management Committee to discuss mental health and safety. These meetings will

include representation from relevant University stakeholders and an agenda will be agreed upon by the University and Union at least three (3) weeks in advance.

C. The University will provide the Union with a list of mental health resources on campus to the Union annually.

D. If the University convenes any working group with student representation to address campus-wide mental health and/or safety policies, the University will provide at least one seat on the working group to the Union.

## **ARTICLE 22**

### **CHILD CARE FUND**

The University shall make a fund available to reimburse salaried bargaining unit members and eligible hourly SWs for child care expenses at licensed child care facilities (child care centers, family child care providers, after school programs, daytime summer camp programs) or an in-home provider with a Social Security or Tax I.D. number. Eligible SWs may apply for a child care grant, to be determined by the fund rules, from the Childcare Fund. There shall be no rollover of any unexpended funds from one year to the next. Reimbursement for such child care expenses shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

## **ARTICLE 23**

### **HOURLY SW ACCESS TO BENEFIT POOLS**

Effective January 1, 2022, hourly workers who work a total of 280 hours between July 1 and December 31 are able to receive reimbursements from the pools during the following six months (January 1 to June 30). Hourly workers who work a total of 280 or more between January 1 and June 30 are able to receive reimbursements from the pools during the next six months (July 1 to December 31). In their final six months of employment with the University a SW may receive reimbursement from the pools during that final six month period if the University can determine that they have actually worked 280 or more hours based on pay stubs or other official records.

## **ARTICLE 24**

### **LEGAL EXPENSE FUND**

**Section 1** Effective upon ratification, the University shall make a fund available to the Union to reimburse eligible bargaining unit members for legal expenses where counsel is retained for advising the SW on matters relating to their working conditions at the University.

Commencing upon ratification, this fund shall be in the amount of \$100,000 for the remainder of FY 22 and then for each fiscal year thereafter for the life of the Agreement.

**Section 2** However, if the funds are exhausted in a given fiscal year, the fund may apply all or part of the \$100,000 set aside for the following year to provide assistance to eligible bargaining unit members. In no event, however, will the University be obligated to provide more than a total amount of \$400,000 over the four fiscal years covered by the Agreement.

**Section 3** Such funds may not be used, however, for reimbursement of attorney's fees relating to any legal action brought before any agency or court against the University.

**Section 4** There shall be no rollover of any unexpended funds from one fiscal year to the next. Reimbursement for such legal expense shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

**Section 5** Student workers do not need to have incurred expenses in order to access funds from this fund and may use lawyer bills (not yet paid) or retainer letters to receive money from the fund to cover their legal expenses.

## **ARTICLE 25**

### **FAMILY FRIENDLY BENEFITS**

**Section 1.** Ph.D SWs shall be eligible for access to Care.com at no cost for such membership and subject to relevant rates and procedures. Under current policy, SWs have access to the Care.com providers for up to 10 days a year at a subsidized rate of \$5 per hour. SWs may utilize Care.com for additional days at full provider rates.

**Section 2.** All Ph.D SWs shall be eligible for the Parental Accommodation and Financial Support program which provides a one-time stipend of \$6831 per child for the birth or adoption of a child. During the accommodation period, students may request and receive unpaid time off from their duties up to 12 weeks. Effective July 1, 2021, or upon ratification whichever comes last, the stipend will be raised to \$7000 and shall be increased by an additional 2.25% on July 1, 2022, 2.25% on July 1, 2023 and 2.25% on July 1, 2024.

**Section 3.** Any Ph.D SW who notifies the University through a semesterly or yearly check-in or through the GSAS Financial Office about being a parent shall receive an email, within 30 days, with information about the benefits contained in this article,, including, but not limited to, clear directions on how to apply.



## **ARTICLE 26**

### **LEAVE PROVISIONS**

#### **Section 1** Sick Leave

A. SWs shall have a right to a reasonable number of days per semester or summer session of sick leave with no loss of compensation. SWs are permitted to use sick time for any of the following reasons:

1. Caring for their own physical or mental illness, injury or medical condition
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse or partner, immediate or chosen family member;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse or partner, immediate or chosen family member, and members of the household regularly sharing the employee's residence
5. Addressing the psychological, physical, or legal effects of domestic violence; or
6. Travel necessitated by any of the above.

B. A SW who is using a sick day must inform their supervisor as soon as possible.

C. In no case shall the sick time provided be less than would be provided to an individual covered by the Massachusetts Sick Time Law.

#### **Section 2.** Family and Medical Leave of Absence

SWs may take an unpaid Family and Medical Leave of Absence of up to 12 weeks for the birth or adoption of a child, childcare, their own serious health condition or work-related disability, or care of an immediate family member with a serious health condition. "Immediate family members" include parents or step-parents, child or step-child or spouse. SWs are expected to notify their supervisors and directors of graduate studies at least four months in advance whenever possible of the anticipated birth or adoption of a child, so that appropriate arrangements can be made to cover any teaching or research responsibilities.

SWs who are Ph. D candidates are eligible to apply for financial assistance for the birth or adoption of a child under the Parental Accommodation and Financial Support.

A SW shall not be precluded from being appointed to a position comparable to the position they held before their leave solely because the SW took a leave under this section.

SWs may seek accommodations related to their employment responsibilities, including leaves of absence related to their employment responsibilities, by contacting University Disability Resources.

**Section 3. Bereavement leave**

All SWs may be absent without loss of pay or benefits for up to three (3) days when called for by a death in the immediate family or household. In circumstances of logistical difficulty or severe emotional distress or religious observance, a longer paid absence (up to seven (7) days) may be appropriate. Such requests will not be unreasonably denied.

For the purpose of this policy only, immediate family includes: the SW's spouse or partner, children (including stepchildren), grandchildren, children-in-law, parents (including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law, chosen family members, and household includes individuals regularly sharing the SW's residence.

**Section 4. Civic Duty Leave**

SWs who are on a salaried appointment shall retain all compensation and benefits during jury duty, serving as a witness in a court case, similar civic obligations, or other court appearances. A SW on an hourly basis may also be absent for the same purposes but without pay.

**Section 5. Military Leave**

The University shall comply with any applicable state and federal laws governing military service and leaves. A SW may use this leave in addition to other leaves provided for under this Article.

**Section 6.** Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University.

SWs shall retain any and all other rights under state and federal law regarding leaves of absence.

**Section 7.** SWs shall make reasonable effort to provide as much advance notice as possible before taking any leave under this Article.

**ARTICLE 27**

**HOLIDAYS, PERSONAL DAYS, AND VACATION**

**Section 1.** The University sets the academic calendar each year and designates official University holidays and recesses. Currently, the following are designated as official University holidays. SWs shall not be required to work on the following holidays and designated recess, except as provided below in section 2.

New Year's Day

Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day (Federal) / Indigenous Peoples' Day (City of Cambridge)  
Veterans Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas Eve 1/2 day  
Christmas Day  
Winter Recess (the period between Christmas and New Year's Day)

The University reserves the right to add other holidays and recesses in its discretion.

**Section 2.** During a designated holiday or recess, SWs may be required to conduct work (such as laboratory work, teaching a section, or grading of assignments) only when determined to be necessary by the faculty member or supervisor. The faculty member or supervisor shall provide notice to the SW in advance when such work is deemed necessary. If a SW is required to work on a designated holiday or recess, the SW shall choose an alternate day(s) off with the supervisor's approval, which approval shall not be unreasonably denied.

**Section 3.** The University recognizes that there are religious holidays that are not currently University holidays. The University will make reasonable accommodations to a SW to observe a religious holiday provided it does not create an undue burden for the University. SWs shall request such time off for religious observance with reasonable advance notice to their supervisor.

#### **Section 4. Personal Days**

In addition to time off for designated holidays and recesses, SWs on a salaried appointment shall be entitled to one (1) personal day per semester without loss of compensation with, where possible, at least three (3) days advance notice to their supervisor. A salaried SW with a fall semester employment appointment may carry over and utilize their one personal day from the fall semester in the spring semester of the same fiscal year. Personal days may not, however, be carried over from one fiscal year to another.

Those salaried SWs with 12-month appointments shall receive one (1) additional personal day in addition to two (2) personal days for the fiscal year. Personal days may not be carried over from one fiscal year to another.

Personal days may be used for any purpose, including the SW's personal observance of special days in their cultural heritage.

#### **Section 5. Vacation Days for SWs with 10- and 12-month appointments**

A. SWs on a salaried 12-month appointment shall be entitled to ten (10) vacation days without loss of compensation to be used during their appointment period.

B. A SW appointed to a position that would normally be 12 months, but initially appointed for 10-months (i.e. September through June) shall be entitled to eight (8) days off in that first employment appointment period without loss of compensation. If a SW on a 12-month appointment spends part of that appointment period on a non-University activity (such as accepting an external internship), they shall receive a pro-rated amount of vacation for the months actually worked for the University.

In order for a SW to be entitled to vacation, they must be working under an employment appointment that is for 10- or 12-months duration. Thus, two separate semester appointments cannot be considered a 10-month appointment, nor can two separate six-month appointments be considered a 12-month appointment.

C. Vacation days must be used during the appointment period and may not be carried over from one fiscal year to the next. Vacation days not used during the appointment period will be forfeited.

D. Vacation time shall be scheduled in consultation with and approval of the supervisor/faculty member, which approval shall not be unreasonably denied.

E. For SWs with curricular responsibilities, vacations should normally not be taken during the Fall or Spring academic semesters.

F. A vacation request of more than two weeks by combining vacation time at the end of one fiscal year with vacation time at the beginning of the next fiscal year will only be allowed with the consent of the supervisor who shall be under no obligation to grant such request.

G. If a designated University holiday or recess falls during an SW's vacation, the SW shall not be charged vacation time for that holiday or recess.

## **ARTICLE 28**

### **PARKING AND TRANSIT**

**Section 1.** All SWs are eligible for the three (3) parking/transit options below (1A or 1B or 1C) as outlined below.

A. Parking

1. At all campuses, SWs shall have the option to have access to parking and parking-related services that are available to and on the same basis as University staff.
2. The University will provide information to all incoming SWs about their parking options.
3. SWs who opt for this option but are unable to secure their facility of choice shall remain eligible for the other transit benefits below provided any application deadlines are met.

**B. Transit - Public and Private**

SWs will be provided with discounted MBTA passes per the Semester Pass Program. Schools at their discretion may provide SW's additional discounts on MBTA passes and/or programs.

**C. Bicycling**

1. SWs are eligible for a bicycle benefit on the same basis and under the same terms and conditions as that offered to staff employees, except SWs are not required to be active employees through the submission deadlines in order to receive this benefit, but they are required to be active students through the submission deadlines.
2. A qualified bicycle commuting month is one during which a SW is biking for a substantial portion of the commute and does not receive any parking permit or a transit pass through Harvard University.
3. This benefit operates on the calendar year; the total reimbursement amount accrues over the calendar year and is paid back against the total eligible expenses incurred in the same year. Reimbursement claims are processed and paid in the beginning of the following year; paperwork must be submitted by the SW no later than January 31. If the SW is a new SW or uses a parking permit or transit pass through Harvard for some months of the year, your total reimbursement value is prorated based on your eligible months.

**ARTICLE 29**

**TRAVEL**

**Section 1.** Unless otherwise restricted by provisions of a grant, the University shall directly pay preferred providers in advance for all authorized and approved lodging and transportation

expenses, as well as directly paying for authorized and approved conference registration fees required for employment, following appropriate notice from the SW to the University. If expenses cannot be pre-paid because of the restrictions of a grant, the University shall pre-pay the expenses from another fund.

**Section 2.** Any other expenses incurred will be reimbursed upon the SW's return from the trip in accordance with the Harvard University travel and related policies. In all other respects, the Harvard University travel and related policies as may be amended from time to time shall apply.

## **ARTICLE 30**

### **EMERGENCY GRANT**

**Section 1.** Effective upon ratification of this Agreement, the University shall make a fund available to assist SWs with a temporary hardship due to a significant emergency event

**Section 2.** Commencing upon ratification of this Agreement, whichever comes last, the fund will be \$25,000 for each year of this Agreement. Distribution of money from such fund shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

**Section 3.** If the funds are exhausted in a given year, nothing shall preclude a SW from asking their School for additional funds to deal with emergency events recognizing, however, that any such distribution by the School is entirely discretionary and not a right or expectation.

## **ARTICLE 31**

### **EMPLOYEE ASSISTANCE PROGRAM**

Salaried SWs, their spouses and dependents, and adult household members shall be entitled to participate in the University's Employee Assistance Program, as may be modified from time to time.

## **ARTICLE 32**

### **UNION MANAGEMENT COMMITTEE**

**Section 1.** A joint Union-Management Committee (UMC) shall be formed with up to seven (7) members on each side that shall meet one (1) time each semester (fall and spring) in addition to all other union-management meetings that may be provided for in this Agreement.

**Section 2.** The purpose of the UMC will be to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues that are not the subject of an active grievance. The parties also agree that such meetings shall not constitute nor be used for the purpose of negotiations. Each side shall select its own representatives. Union representatives shall suffer no loss of compensation to attend such meetings. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The UMC shall also convene at mutually agreed upon times and on an ad hoc basis as needed.

## **ARTICLE 33**

### **UNION SECURITY**

**Section 1.** SWs are free to decide whether or not they wish to join the Union and pay membership dues and fees. The University shall not coerce or otherwise attempt to influence a SW about their decision to join or not join the Union and pay or not pay membership dues and/or fees.

**Section 2.** Every SW will be given the choice to affirm choosing to join the union or not for each appointment period, or if already a member, if they wish to opt out. There will be no fee or further consequences for the SW who chooses not to join the union.

The Union will draft a letter to be reviewed by the University to be sent to the SW if they fail to make a choice within 30 days of their employment appointment letter.

This will be implemented as soon as possible following discussions between the University and the Union.

**Section 3.** If a SW is a member of the Union or if a SW decides to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have signed an authorization for such deductions in a paper or electronic form acceptable to the University as provided for in Appendix B. The Union shall provide the University with the amount of Union membership dues and fees that a SW who joins the Union must pay.

**Section 4.** Upon receipt of such signed authorization from an eligible SW as defined in Section 2 above, the University shall deduct Union membership dues and fees from each paycheck. The University shall remit the dues and fees to the Union, together with an electronic list of names of the SWs from whom deductions were made. The electronic list shall contain the employee's name and NetID and the amount of dues/fees deducted, and gross wages.

**Section 5.** Deductions shall commence for the first full pay period following receipt of the SWs written authorization and shall continue unless affirmatively revoked by the SW. The University is not required to make retroactive deductions. In order for the deductions to be made, the authorization cards must be received by the University's designated representative by at least seven (7) business days preceding the payday when the checkoff is to begin.



**Section 6.** The University shall electronically transmit to the Union within fifteen (15) business days after the monthly payroll for the prior month, all dues and fees deducted for that pay period in accordance with Section 4 above.

**Section 7.** The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

**Section 8.** Upon presentation of an “Authorization and Checkoff of Contributions to UAW V-CAP” form executed by a SW who is a dues paying member of the Union, the University agrees to deduct from the pay of each SW voluntary contributions to UAW Voluntary Community Action Program (UAW V-CAP). The University agrees to provide a voluntary check off for the UAW. A SW may discontinue the V-CAP deductions at any time upon written notification to the Union and the University Labor Relations Office. V-CAP collections will be remitted to the UAW V-CAP department monthly. The remittance listing shall be sent monthly to the UAW V-CAP department and to the Local Union and include the SW’s name, NetID, amount deducted and the last date of authorization of those SWs for whom deductions have been made. The University further agrees to furnish the UAW V-CAP department and the Local Union with a monthly and year-to-date report of each SW’s deductions.

## **ARTICLE 34**

### **NO STRIKE/NO LOCKOUT**

**Section 1.** During the term of this Agreement or any extension thereof the Union, its representatives, agents, and unit members will not call, condone, or engage in a strike, sympathy strike, slowdown, or withholding of grades or academic evaluations by SWs.

**Section 2.** Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Article 19, Discipline and Discharge.

**Section 3.** In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

**Section 4.** During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.

## **ARTICLE 35**

### **SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 36**

### **DURATION**

This Agreement shall be in full force and effect from November 27, 2021 up to and including June 30, 2025 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing no later than January 15, 2025; provided, however, that where neither party gives such notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter (but no earlier than June 30, 2025).

It is further provided that it is the mutual goal of the parties to complete negotiations for any successor agreement prior to the expiration date of the contract. Accordingly, if this contract is reopened, and to provide sufficient time to meet that goal, negotiations shall begin no later than February 1, 2025 unless mutually agreed otherwise.

IN WITNESS WHEREOF the parties hereto affix their signatures by their duly authorized representatives

For HGSU-UAW

For Harvard University

## **APPENDIX A**

### **NOTICE OF RIGHT TO UNION REPRESENTATION UNDER ARTICLE 7, NON-DISCRIMINATION AND HARASSMENT, AND ABUSE OR INTIMIDATION**

The Harvard Graduate Students Union-UAW Local 5118 and the University share a commitment to an inclusive campus community free of any form of discrimination or harassment. The union contract with the University, Article 7, Non-Discrimination, Harassment and Abuse or Intimidation ensures that student workers have the option of pursuing the following avenues of recourse in instances of discrimination, harassment or retaliation:

- The Grievance Procedure in the contract between the Union and the University in cases of discrimination on the basis of union activity or cases of workplace retaliation;
- The procedures administered by the University and its Title IX Office and Office of Dispute Resolution (ODR);
- State and Federal offices that handle complaints about discrimination, harassment, and retaliation.

You have the right to a Union representative when pursuing a complaint of any kind under Article 7 Non-Discrimination, Harassment and Abuse or Intimidation at the University or at any State or Federal agencies:

- A union representative can advocate on your behalf, including advocating for appropriate interim measures such as workplace or schedule changes, no-contact orders or other accommodations.
- A union representative can provide experience, support, and help navigating systems that otherwise can seem complex and confusing.
- The Title IX Office's and ODR's roles are investigatory and do not represent either the Complainant or the Respondent.

If you have experienced discrimination, harassment and/or retaliation, we encourage you to seek help from the Union.

For assistance from your Union, contact a trained member of our grievance committee confidentially at [E-mail Address]. You can also find a list of resources for help on our website at [URL].

## **APPENDIX B**

### **DUES CHECK-OFF AUTHORIZATION**

I hereby authorize and direct Harvard University (“the University”) to deduct from my earnings—and to transmit to the Harvard Graduate Students Union-UAW Local 5118 (“HGSU-UAW”)—dues in the amount established or revised by HGSU-UAW in accordance with its constitution and/or bylaws. If for any reason the University fails to make a deduction, I authorize the University to make such deduction in a subsequent payroll period. HGSU-UAW is authorized to deposit this authorization with the University, and is authorized to redeposit this authorization with the University if my employment terminates and I am later rehired.

This authorization is entirely voluntary on my part, and shall be irrevocable and automatically renewed every year for successive periods of one year each or for the duration of each succeeding collective bargaining agreement between the University and HGSU-UAW, whichever shall be shorter, unless revoked by me by signed notice sent to the University and HGSU-UAW, and received by them not more than 20 days and not less than 10 days before the expiration of each period.

### **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

#### **HOUSING**

Effective with the fall semester 2020, student workers living in University-owned housing shall be able to pay rent on monthly basis without incurring fees.

### **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

#### **ADDITIONAL TEMPORARY PRIVATE SPACE**

Following ratification of the Agreement, the University and the Union will explore where additional temporary private space can be provided to SWs for them to address personal issues during work time. The University shall determine the location of such places with input from the Union within the first six months following ratification of the Agreement and will publish such locations in a mutually agreeable place.

## **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

### **BENEFIT POOLS (For Inclusion in the contract)**

No later than March 31 of each year, the Union shall send the University the allocation for the benefit funds for the upcoming fiscal year.

The University has allocated the following amounts to all the benefit funds in the Agreement, excluding the Legal Expense Fund.

FY 22	FY 23	FY 24	FY 25
\$1,550,000	\$2,150,00	\$2,750,000	\$2,750,000

Expenses that occurred between July 1, 2021 and ratification shall be eligible for reimbursement according to the fund rules for all funds, including the International Student Worker Assistance Fund and the new Legal Support Fund.

## **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT (NEW)**

### **CONFIDENTIALITY**

Subject to state and federal law and the University's stated confidentiality rules in handling individual claims of discrimination, the University and the Union agree that nothing in this Agreement prevents SWs from discussing and disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct they have reason to believe is unlawful.

### **SIDE LETTERS NOT FOR INCLUSION IN OR ATTACHMENT TO THE AGREEMENT**

The parties agree that no reference to bargaining history from this 2021 round of bargaining will be made by either party in interpreting the following:

1. Whether teaching appointments that are required in order to meet program requirements or fulfill funding letter requirements are covered by the Agreement or must be compensated according to Article 20.
2. Whether or not top-up payments are compensation or a mandatory subject of bargaining between the parties

The University will write a letter to the Union not for inclusion in or attachment to the Agreement stating that:

The University agrees that for the life of the Agreement, it will continue the top-up system in its current form for Ph.D students during their guaranteed funding period.

**ALSO:**

***IMPORTANT NOTE NOT FOR INCLUSION IN THE CONTRACT:*** While the contract language will make no reference to Title IX or related discrimination cases, a SW could access this Legal Expense Fund for assistance in paying an attorney who may represent or otherwise advise them in the investigation and processing of a complaint under Article 7.